

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA
FIFTH DIVISION

Sharon J. Blaylock,

Civil File No: _____

Plaintiff,

vs.

COMPLAINT

The Hartford,

Defendant.

Comes now the Plaintiff, who for her cause of action against Defendant herein states and alleges:

1. Plaintiff, Sharon J. Blaylock, is an individual residing at 3822 Stebner Road, City of Hermantown, County of St. Louis, State of Minnesota. She resides within the jurisdiction of the United States District Court, District of Minnesota, Fifth Division.

2. Defendant The Hartford is a foreign corporation licensed to do business in Minnesota, and which does business at, among other places, 5600 American Boulevard West, City of Minneapolis, State of Minnesota.

3. This Court has jurisdiction over Plaintiff's claims herein as this matter is governed by Federal Law; specifically, Plaintiff's claims fall within the Employee Retirement Income Security Act of 1974 ("ERISA"), and Title 28, United States Code, Section 1332, as the amount of controversy herein, exclusive of costs and disbursements, exceeds \$75,000.00.

4. Plaintiff was an employee of St. Mary's Medical Center. Plaintiff's employment with St. Mary's Medical Center lasted approximately thirty-three years.

5. St. Mary's Medical Center had contracted with Defendant to provide long-term disability benefits to all eligible St. Mary's Medical Center employees, including Plaintiff, as long as the employee elected that benefit, which she did.

6. This long-term disability plan was an insurance contract in that St. Mary's Medical Center paid a premium to Defendant, at which point Defendant would pay money to employees for St. Mary's Medical Center in the form of long-term disability benefits, pursuant to the contract.

7. The long-term disability plan called for ongoing long-term disability benefits if "you are limited from performing the material and substantial duties of your regular occupation due to your sickness or injury."

8. Plaintiff's treating physicians had provided ample and thorough evidence of Plaintiff's medical condition to Defendant. This evidence demonstrated that Plaintiff was totally disabled and unable to work on a full-time basis. Pursuant to the contract this is sufficient to qualify Plaintiff for the long-term disability benefits.

9. Despite being provided all of this evidence and without conducting any medical exam of their own, Defendant determined that Plaintiff was capable of working on a full-time basis.

10. Defendant denied Plaintiff's claim for long-term disability benefits, and has maintained that denial in the course of administrative appeals. The final administrative review of Plaintiff's claim for on-going long-term disability benefits was made on May 19, 2014, in which Defendant upheld its initial denial of Plaintiff's claim.

11. Defendant's decision to refuse to pay Plaintiff's long-term disability benefits was a breach of contract, and is arbitrary, capricious, contrary to the terms of the plan, contrary to law, unsupported by evidence and done in or made while Defendant was operating under a financial conflict of interest.

WHEREFORE, Plaintiff prays for judgment against the Defendant as follows:

1. Judgment for all sums from and after October 14, 2011 that have accrued in long-term disability benefits;
2. Ongoing disability benefits from and after judgment;
3. Attorney fees as allowed under ERISA;
4. Costs, disbursements, and interest pursuant to law; and
5. Such other and further relief as the Court deems just and equitable.

DATE: 7/16/14

FALSANI, BALMER, PETERSON,
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